EXHIBIT B

SpencerFane

W. JOSEPH HATLEY
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File No. 5019784-0038

March 28, 2017

VIA CERTIFIED MAIL

Golden Valley Environmental LLC
P.O. Box 441
Clinton, MO 64735

Re: Breach of Contract with Waste Corporation of Missouri, Inc.

Dear Sir or Madam:

We are legal counsel for Waste Corporation of Missouri, Inc. (WCA).

On March 28, 2012, you as the "Customer" entered into a contract with WCA under which you agreed to deliver to WCA "all the Customer's Waste" for disposal by WCA. A copy of that contract is enclosed for your convenience.

Your contract was for an Initial Term of five years, commencing April 7, 2012, and further provided that it would automatically renew for successive one year terms upon expiration of the Initial Term, unless the contract was terminated via written notice by either party between 90 and 365 days prior to expiration of the term then in effect. We understand that neither party has exercised its option to terminate the contract, so it remains in effect through April 6, 2018.

Despite your contractual obligation to deliver *all* of your Waste to WCA, we understand you have stopped doing so, and that you are instead delivering it to one of WCA's competitors. This is a clear breach of your contract.

WCA therefore demands that you immediately cease and desist from delivering any of your Waste, as defined in your contract with WCA, to any facility or site other than WCA's. Failure to comply with this demand will result in the filing of a suit against you for specific performance of your contract, or in the alternative, monetary damages should a court refuse to order specific performance. Also, in accordance with Section 14 of your contract with WCA, you would be responsible for the payment of WCA's attorneys' fees and expenses should it be required to file suit, and prevail in that suit.

At this point, if you immediately stop delivering your Waste to any facility other than WCA's and expressly agree to honor your contract for as long as it remains in effect, WCA is willing to forego its legal remedies for your recent breaches of your contract. Unless you take these steps by the close of business on Friday, March 31, 2017, we will file suit.

Thank you, and please notify me of your intent to resume full and faithful performance of your contractual duties.

SL 2299046.1

SpencerFane

Sincerely,

W. Joseph Hatley

WJH/

cc: Kevin O'Brien

SL 2299046.1

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT is made as of the 28th day of March, 2012, by and between Golden Valley Environmental LLC a Missouri Corporation (hereinafter referred to as "Customer"), and WASTE CORPORATION OF MISSOURI, INC., a Delaware corporation authorized to do business in Missouri, (hereinafter referred to as "WCA"), for the disposal of non-hazardous Waste.

1) **Designated Waste.** During the term of this Agreement, subject to the provisions hereof, Customer shall cause to be delivered, and WCA shall accept and dispose of, all the Customer's Waste (as hereinafter defined) at the Central Missouri Landfill operated by WCA located in Sedalia, Missouri (the "Disposal Site"), or such other site as WCA may designate, provided that WCA's selection of any other site shall not result in any increased cost to Customer.

2) **Disposal Rate. $21.75** per ton. Commencing on the second anniversary date and annually thereafter, the Disposal Rates shall be increased by 2%. The Disposal Rate is inclusive of all governmentally-imposed fees, taxes, and surcharges. Customer agrees to pay any increases of the fees, taxes and surcharges and any new fees, taxes and surcharges imposed by any governmental agencies.

3) **Term.** The Initial Term shall commence on April 7, 2012 and shall continue for Five (5) years thereafter (the "Initial Term"). This Agreement shall automatically renew for successive additional One (1) year terms upon the expiration of the Initial Term, unless terminated by either party by written notice to the other not more than three hundred sixty-five (365) days, and not less than ninety (90) days, prior to the expiration of the term then in effect.

4) **Title to Waste.** Title to the Waste delivered by Customer shall be transferred to and vest in WCA at the time the Waste is fully unloaded at the working face of the Disposal Site and the Customer's vehicle has departed such working face. Prior thereto, title to the Waste shall be in, and all risks and responsibilities therefor shall be borne by, Customer. However if WCA or its subcontractor is providing transportation, title to the Waste will be transferred to WCA when the vehicle has departed Customer's or generator's premises.

5) **Compliance with Law.** WCA and Customer shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Waste. Customer shall also comply with work and safety rules that have been promulgated by WCA to govern operations at the Disposal Site, provided such rules are made available to Customer.

CB? (55) 3-28-12

6) **Payment**. Payment shall be due ~~forty~~ fifty five (~~45~~ 55) days from the date of invoice. All payments not received within ten (10) days from the due date shall carry interest at the lesser of the highest rate permitted by law or 1.5% per month.

7) **Mutual Indemnities**. WCA hereby agrees to indemnify and hold Customer harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's or WCA's property, and injuries to or death of persons, including Customer's or WCA's employees, to the extent caused by or resulting from the negligence or willful misconduct of, or violation of any federal, state or local laws or regulations by, WCA, its employees or agents or WCA's breach of the provisions of this Agreement. The foregoing indemnification shall include any claim for costs of response made by a third party, including a governmental agency, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (commonly referred to as "Superfund"), except to the extent that any such claim is the result of Customer's delivery of Unacceptable Waste to the Disposal Site.

Customer hereby agrees to indemnify and hold WCA harmless from and against any and all loss, damages, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's or WCA's property, and injuries to or death of persons, including Customer's or WCA's employees, to the extent caused by or resulting from the negligence or willful misconduct of, or violation of any federal, state of local laws or regulations by Customer, its employees or agents or Customer's breach of the provisions of this Agreement.

8) **Independent Contractor**. The work and labor herein provided for shall be performed and furnished by WCA as an independent contractor and under the sole supervision, management, direction and control of WCA in accordance with the terms and conditions of this Agreement.

9) **Force Majeure**. Neither WCA nor Customer shall be liable for the failure to perform their respective obligations nor for any resulting damage or loss, if such failure is caused by a catastrophe, riot, war, act of the legislature, by reason of final order by a court of record in a proceeding not instituted by or acquiesced to by Customer or WCA, administrative order, or by strike, fire, accident, act of God, failure of equipment, obstruction or damage to buildings, lack of required access to roadways and bridges, electricity or other utility failure, inability to access the Disposal Site, or other similar contingency beyond the reasonable control of WCA or Customer. Neither party shall be due compensation from the other upon the occurrence of any Force Majeure and for as long as the Force Majeure continues. Both WCA and Customer shall resume full or substantial performance of their respective obligations under this Agreement immediately upon cessation of the Force Majeure circumstances.

10) **Applicable Law**. The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State of Missouri.

11) **Validity of Obligations**. If any Section, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the agreement as a whole or of any Section, subsection, sentence or clause hereto not so adjudged.

12) **No Waiver**. Any waiver by either party of any provision or condition of this agreement shall not be deemed to be a waiver of any other provision of condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

13) **Amendment**. This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this agreement.

14) **Attorneys' Fees**. If WCA or Customer shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this agreement, the losing party shall pay the successful party a reasonable sum for attorneys' fees in such suit and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

15) **Termination for Material Noncompliance**. Notwithstanding anything contained herein to the contrary, in addition to any other rights, each party hereto has the right to terminate this Agreement in the event of a material breach by the other party. Customer acknowledges that delivery of any material other than Waste to the Disposal Site may be deemed a material breach.

16) **Assignment**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights hereunder without the prior written consent of the other party; *provided, however*, that WCA may assign its rights to any of its Affiliates provided that such assignment will not relieve WCA of its obligations hereunder without Customer's written consent.

17) **Notices**. All notices shall be given in writing to the parties at the following Addresses:

If to WCA:

Waste Corporation of Missouri, Inc.
24461 Oak Grove Lane
Sedalia, Missouri 65301
ATTN: Landfill Manager

With a copy to:

Waste Corporation of Missouri, Inc.
1330 Post Oak Boulevard
Houston, Texas 77056
ATTN: President

If to Customer:

Golden Valley Environmental LLC
P.O. Box 441
Clanton MO 64735
ATTN: Owner

18) **Certain Definitions.**

An "Affiliate" of WCA is any corporation controlling, controlled by or under common control with WCA.

"Waste" is defined as garbage, refuse, rubbish, discarded materials or other forms of solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, **but expressly excluding** all, radioactive, volatile, highly flammable, explosive, toxic or hazardous waste and special waste. The term "hazardous waste," as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous in any Environmental Law. The term "special waste," as used herein, means include any non-hazardous solid waste which requires special handling, management or disposal methods under federal or Missouri laws or regulations, including, but not limited to, friable and non-friable asbestos. "Environmental Law" means any applicable law, rule, regulation or ordinance concerning environmental protection including all requirements pertaining to reporting, licensing, permitting, investigation, removal or remediation of emissions, discharges, releases, or threatened releases of chemical substances, pollutants or contaminants or relating to the manufacture, generation, processing, distribution, use, recycling, treatment, storage, disposal, transport, or handling of Regulated Materials, chemical substances, pollutants or contaminants, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act ("TSCA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Air Act ("CAA"), the Clean Water Act ("CWA"), the Endangered Species Act ("ESA"), the Occupational Safety and Health Act ("OSHA"), the Safe Drinking Water Act ("SDWA"), the Hazardous Materials Transportation Act ("HMTA"), the Emergency Planning and Community Right to Know Act ("EPCRA") and the Federal Insecticide, Fungicide, Rodenticide Act ("FIFRA"), and their Missouri law counterparts, all as may have been amended.

19) **Entire Agreement.** This Agreement constitutes the entire understanding between Customer and WCA, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

Executed effective date first written above.

CUSTOMER:

By: Cari B Sisney

Name: Cari B. Sisney

Its: Member

WASTE CORPORATION OF MISSOURI, INC.

By: KOB

Name: Kevin OBrien

Its: RVP